

Master Services Agreement – Support Plans

This agreement is between **JUNEBIRD CREATIVE LLC (“JUNEBIRD”)** and **any entity (“CLIENT”)** requesting **services from JUNEBIRD** with an effective date of support onset or, for existing accounts, **01 DECEMBER 2023**.

The parties agree as follows:

1. REPRESENTATIVES OF THE PARTIES

JUNEBIRD: Christine Tierney

CLIENT: [authorized representative of the entity requesting service as listed in the Support Contract]

2. STRATEGIC MARKETING SERVICES

JUNEBIRD will provide strategic marketing services for CLIENT under the terms agreed upon in all formal project documents, including but not limited to those titled “Proposal,” “Scope of Work” or “Support Agreement,” mutually signed by JUNEBIRD and CLIENT. All reasonable efforts will be made to begin and complete project milestones as defined in formal project documents.

3. BUSINESS FACILITATION & PROJECT SERVICES

CLIENT will provide oversight and appropriate access to material information for JUNEBIRD to execute the terms agreed upon in project documents and amendments to said documents. All reasonable efforts will be made to provide supporting documentation and access to internal resources to achieve milestones as defined by any and all project documents established between the parties.

4. TERM AND TERMINATION; EARLY TERMINATION; LIQUIDATED DAMAGES

Unless specifically provided otherwise in a project document executed by the parties under this Agreement, the initial term (the “Initial Term”) of this Agreement shall be 12 months, from the date of the Effective Date. Thereafter the Agreement shall automatically renew for subsequent terms (each a “Renewal Term”) of sixty (60) days unless otherwise terminated by one or both of the parties.

After the Initial Term, CLIENT shall have the right to terminate this Agreement for convenience and without penalty upon sixty (60) days advanced written notice. In the event that CLIENT terminates this Agreement prior to the expiration of the Initial Term, CLIENT shall pay to JUNEBIRD liquidated damages equal to all remaining unpaid fees and costs that would otherwise be due during the remainder of the Initial Term. The parties agree that the foregoing liquidated damages do not represent a penalty but are, rather, a good faith pre-estimate of the damages which would be incurred by JUNEBIRD in the event of such an early termination, which would otherwise be difficult or impossible to calculate.

JUNEBIRD may terminate this Agreement for convenience upon sixty (60) days advanced written notice to CLIENT. JUNEBIRD may also terminate this Agreement upon thirty (30) days advanced written notice in the event that, in JUNEBIRD’s reasonable discretion, JUNEBIRD determines that it and CLIENT are not able to effectively work together in a productive, cooperative, and/or conducive manner.

JUNEBIRD may terminate this Agreement for cause upon CLIENT’s failure to cure a material breach of this Agreement within ten (10) days of JUNEBIRD’s written notice to CLIENT of said material breach.

5. CLIENT RESPONSIBILITY

Unless specifically provided otherwise in a project document executed by the parties under this Agreement, CLIENT and JUNE BIRD will each maintain the following responsibilities with regard to project deliverables:

- a) **Client deliverables:** If a CLIENT deliverable — such as input, approvals, or payment — is late more than 10 business days the project will be considered “on hold.” Once the deliverable is received and the project is re-activated it will be rescheduled based on JUNE BIRD’s current workload and availability.
- b) **Revisions:** Specific revision terms will be outlined within an individual project document. Any additional revisions, future updates, or changes that are outside the current scope of the support contract will be billed at an hourly rate of \$249.

6. COMPENSATION

- a. **Terms and Conditions:** Payment shall be made to JUNE BIRD in accordance with the terms and conditions of this Agreement and those specified in each project document.
- b. **Invoices:** Invoices are issued monthly and dated for last day of the month for work and charges incurred in that same month. Invoices are emailed to the address on file for the CLIENT at the beginning of the following month. It is the CLIENT’s responsibility to communicate additional or alternate recipients for invoices.
- c. **Payment Methods:** JUNE BIRD accepts check or Venmo as methods of payment. Should the CLIENT wish to establish other direct forms of payment, such as ACH, it will be the responsibility of the CLIENT to initiate and facilitate the set up.
- d. **Late Payments:** CLIENT will be charged a \$25 late fee per invoice for any balance that remains unpaid for more than thirty (30) days beyond the issue date of JUNE BIRD’s invoice, to the extent that the law allows. JUNE BIRD reserves the right to postpone or defer additional services or to discontinue work if our fees are not paid within thirty (30) days of the invoice’s original due date.
- e. **Collections:** Should it be necessary to refer past due accounts to an attorney for collection, then CLIENT shall reimburse JUNE BIRD for all attorney’s fees and collection costs incurred. Any such fees incurred in the collection process will be added to the amount due, and the account shall not be considered paid in full until the entire debt has been settled.
- f. **Non-payment:** In the event of non-payment of any or all amounts owed under this Agreement, JUNE BIRD shall be entitled to collect all reasonable expenses incurred in pursuing the collection of the debt, including, but not limited to, attorney’s fees in the amount of 15% of the principal indebtedness and outstanding interest owed thereon.
- g. **Taxes:** Each party is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. Neither party has any obligation to pay or withhold any sums for those taxes.
- h. **Other Benefits:** Neither party shall have claim against the other under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- i. **Expenses:** Any third-party expenses such as plugins, illustrations or photography commissioned, will be estimated and billed separately.
- j. **Estimates Not Binding:** Because of the unique nature of what JUNE BIRD does, it may be impossible to foresee the time and expense involved in completing a project. Therefore, any estimates or budgets provided are subject to adjusting as circumstances change, so they are not binding. All estimates are valid for 30 days.

7. CONFIDENTIAL INFORMATION

JUNEBIRD may have access to or receive certain information of or about CLIENT, CLIENT clients, and CLIENT employee or contractors, that CLIENT designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by JUNEBIRD (“**Confidential Information**”). Confidential Information includes information relating to CLIENT or its current or proposed business, including but not limited to financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings, or by any other media. JUNEBIRD will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill its obligations in this agreement. In addition, JUNEBIRD shall use due care and diligence to prevent the unauthorized use or disclosure of such information.

8. OWNERSHIP

- a) **Proprietary Rights:** All proprietary rights in the things that JUNEBIRD designs or creates for CLIENT will automatically be assigned to CLIENT upon payment of all sums due under this agreement.
- b) **Promotion:** JUNEBIRD retains the right to reproduce, publish, and display all content in JUNEBIRD’s portfolios and websites, and/or in galleries, design periodicals, and other media or exhibits for the purposes of work examples, recognition, or professional advancement. Where applicable, JUNEBIRD has CLIENT’S permission to add a small link back to JUNEBIRD’s website in the footer of any website developed or supported by JUNEBIRD for CLIENT.
- c) **Third-Party Materials:** CLIENT represents, warrants, and covenants that (a) CLIENT owns all rights, title, and interest in, or otherwise has full right and authority to permit use of CLIENT materials, information, photography, trademarks, writings, and other creative content (“Client Content”) provided by CLIENT for use in preparation of and/or incorporation into the project, (b) to the best of CLIENT’s knowledge, the Client Content does not infringe the rights of any third party, (c) CLIENT shall comply with the terms and conditions of any licensing agreements which govern the use of third party materials, and (d) CLIENT shall comply with all laws and regulations as they relate to the project.
- d) **Warranties and Representations:** JUNEBIRD hereby represents, warrants, and covenants that (a) except for third party materials and Client Content, the final project shall be the original work of JUNEBIRD and/or its independent contractors and (b) to the best of JUNEBIRD’s knowledge, the project does not infringe upon the rights of any party. In the event CLIENT or third parties modify or use the services or project outside of the scope of the proposal or this agreement, all representation and warranties of JUNEBIRD shall be void.

9. DAMAGE OR UNAUTHORIZED USE; WARRANTIES; LIMITATION OF DAMAGES

JUNEBIRD shall be held harmless from any damages, costs, or losses that might arise as the result of any claim, demand, or action by a third-party regarding products and/or services performed with regards to this project due to CLIENT’S representations or warranties. JUNEBIRD shall have no obligation to defend or otherwise indemnify CLIENT for any claim or action arising out of or due to the content approved by CLIENT, any unauthorized content provided by CLIENT, or improper or illegal use of content provided by CLIENT. In the event of a claim, demand, or action by a third party, JUNEBIRD will promptly notify CLIENT in writing of the same. JUNEBIRD will provide CLIENT with reasonable assistance and information necessary for CLIENT to defend claim or action. CLIENT will reimburse JUNEBIRD for the reasonable out-of- pocket expenses incurred by JUNEBIRD in providing such assistance.

JUNEBIRD will take normal measures to safeguard any materials but is not responsible for the loss, damage, or unauthorized use of such materials. JUNEBIRD is not responsible for the actions of vendors and suppliers utilized. Should JUNEBIRD be responsible for incorrect or improper content provided to vendors or suppliers, to the extent possible, JUNEBIRD will provide information and resources necessary to correct the issue.

The services and work product of JUNE BIRD are sold "AS IS." Except for the express representation and warranties stated in this agreement, JUNE BIRD makes no warranties whatsoever, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with law or government rules or regulations applicable to the project. JUNE BIRD further specifically disclaims any representations or warranties with respect to the results of its services under this Agreement.

The maximum liability of JUNE BIRD, its officers, and its employees to CLIENT for damages for any and all causes, regardless of the form of the action, whether in contract, tort, or otherwise, shall be limited to the net profit of JUNE BIRD for work performed under the Agreement of relevant project documents. In no event shall JUNE BIRD be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequently, exemplary or punitive damages arising out of or relating to the materials or the services provided by JUNE BIRD, even if JUNE BIRD has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

10. NON-EXCLUSIVITY

This agreement does not create an exclusive relationship between the parties. CLIENT is free to engage others to perform services of the same or similar nature to those provided by JUNE BIRD. JUNE BIRD is free to offer and provide services to others, solicit other clients, and otherwise advertise the services offered by JUNE BIRD.

11. FORCE MAJURE

A party will not be in breach of or in default under this agreement on account of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- a) Notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- b) Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

12. GOVERNING LAW

- a) Choice of Law. The laws of the state of Minnesota govern this agreement.
- b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in and for the state of Minnesota.
- c) Attorneys' Fees. Except as otherwise provided in this Agreement or in any applicable project document hereunder, in the event either party employs attorneys to enforce any rights arising out of or relating to this agreement, each party does so at its own expense.

13. AMENDMENTS

No amendment to this agreement will be effective unless it is in writing and signed by both JUNE BIRD and CLIENT.

14. ASSIGNMENT AND DELEGATION

- a) **No Assignment:** Neither party may assign any of its rights under this agreement, except with the prior

written consent of the other party, which consent may not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.

- b) **No Delegation:** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party, which consent may not be unreasonably withheld.
- c) **Enforceability of an Assignment or Delegation:** If a purported assignment or purported delegation is made in violation of this section, it is void. Upon assignment or delegation, JUNE BIRD, at its sole discretion, shall have the right to terminate this Agreement.

15. COUNTERPARTS; ELECTRONIC SIGNATURES

- a) **Counterparts:** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- b) **Electronic Signatures:** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

16. SEVERABILITY

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES

- a) **Writing; Permitted Delivery Methods:** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, email, mail (registered or certified mail, postage prepaid, return-receipt requested), or nationally recognized overnight courier (fees prepaid).
- b) **Effectiveness:** A notice is effective only if the party giving notice complies with subsection (a) and if the recipient receives the notice.

18. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither

party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. NECESSARY ACTS; FURTHER ASSURANCES

Each party and its officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Agreements

The terms detailed in this Master Services Agreement are acknowledged and accepted via the digital signing of the Support Plan Selection form on junebirdcreative.com.